

METROPOLITAN TRANSPORTATION COMMISSION

Joseph P. Bort MetroCenter 101 Eighth Street Oakland, CA 94607-4700 TEL 510.817.5700 TTY/TDD 510.817.5769 FAX 510.817.5848 E-MAIL info@mtc.ca.gov WEB www.mtc.ca.gov

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August 17, 2009

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REQUEST FOR QUALIFICATIONS StreetSaver® Software Development, Maintenance, and Support Services

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a Statement of Qualifications (SOQ) to provide services related to the development, maintenance, and support of an online version of the MTC Pavement Management System (PMS) software – StreetSaver[®]. MTC intends to contract with a consultant to provide data migration, ongoing software maintenance and support, as well as for future software revisions, enhancements, and upgrades, subject to the parties' agreement on renewal terms. In addition, the contract will involve programming effort in converting other PMS software to StreetSaver[®], as well as providing application hosting for StreetSaver®.

This letter, together with its enclosures, comprises the Request for Qualifications (RFQ) for this project. Responses to the RFQ should be submitted according to the instructions outlined herein.

Any addenda to this RFQ that may be issued by MTC will be posted at http://www.mtc.ca.gov/jobs/; it is the proposer's responsibility to check for addenda to this RFQ and comply with new or revised requirements that may be stated therein.

Requests for clarification or exception to RFQ provisions must be received no later than 4:00 p.m., August 31, 2009 to guarantee consideration.

Statement of Qualifications Due Date

Interested vendors must submit an original, and four (4) hard copies of their SOQs by 4:00 p.m., Monday, September 14, 2009. SOQs received after that date and time will not be considered. A submitted SOQ shall be considered a firm offer to enter into a contract for a period of ninety (90) days from the date of submittal.

MTC Point of Contact

SOQs and all inquiries relating to this RFQ shall be submitted to the Project Manager at the address shown below. For telephone inquiries, call (510) 817-5844; fax: (510) 817-5848. E-mail inquiries may be directed to stan@mtc.ca.gov.

> Sui Tan, Project Manager Metropolitan Transportation Commission Joseph P. Bort Metro Center 101 Eighth Street Oakland, California 94607-4700

Background

MTC is the transportation planning, financing and coordinating agency for the nine-county San Francisco Bay Area, developed a pavement management software system in 1986 in response to a study that revealed that the region was spending only 60 percent of the funds to adequately maintain roads.

StreetSaver[®], formerly named the MTC Pavement Management System (MTC PMS), helps cities and counties make informed and timely decisions about their pavements preventing problems through judicious maintenance, and diagnosing and repairing deteriorated streets in a cost-effective manner. It is one of the first in the country to be tailored specifically for cities and counties, rather than for state highways. In 1997, MTC released PMS version 7.0, written in Microsoft Visual Basic, using Component Object Model (COM), a platform-independent, distributed, object-oriented system for creating binary software components that can interact. Also written in Microsoft Visual Basic, MTC introduced the desktop version of StreetSaver[®] version 8.0 in November 2003. In April 2005, MTC added a software-on-demand service - an online version of StreetSaver[®] was being hosted by an application service provider using Microsoft Terminal Services. The latest Microsoft VB.NET version is exclusively available online.

Today, StreetSaver[®] is used by all 109 cities and counties in the San Francisco Bay Area and over 250 other public and private organizations nationwide. Of the 350 plus users, about 200 users are online users, with the other users mostly running the desktop edition of StreetSaver[®] version 8, MTC PMS version 7.5 or older. StreetSaver[®] Online is available through Microsoft Internet Explorer 7. Its database is hosted by Microsoft's SQL Server 2005 database engine for reliable performance and long-term stability.

MobileRater[™], a companion to StreetSaver[®], is new software released in August to assist with the collection pavement distress data in the field. The software runs on a handheld computer with Microsoft Mobile 6 classic version.

Appendices A-1 through A-4 provide more details on how StreetSaver[®] and MobileRaterTM work.

Scope of Work, Schedule and Budget

The work scope for this RFQ is described in *Appendix A*, Scope of Work.

MTC intends to enter into a two-year contract with one consultant selected through this RFQ. The initial term of this contract will be from November 1, 2009 to September 30, 2011. MTC at its sole option may extend the term for two additional two-year periods, through September 2015, at a price to be negotiated by the parties.

A budget of \$475,000 for FY 2009-10 has been established for this project. Comparable additional funding may become available in FY 2010-11. Amounts payable after the first year are subject to MTC's annual budgetary approval process.

Minimum Qualifications

SOQs must demonstrate that the consultant or team meets the minimum qualifications listed in *Appendix A-5* to be eligible for consideration for this project.

Supplemental Requirements

The following experience is desirable and will be considered in evaluating each consultant's experience and qualifications:

- Working knowledge of StreetSaver® versions 7.5, 8.0 and 9.0 and understanding of their database structures;
- Working knowledge of the principles of pavement management systems;
- Ability to design and implement an entire software system based on concept documents;
- Ability to debug, fix and update the system within hours of an identified error;
- Ability to troubleshoot connection issues with user's PC; and
- Flexibility with design and implementation of new features.

Form of Statement of Qualifications

Sections that should be included in each SOQ are described below. Page limits, where specified, are for single-sided print. <u>Proposers are encouraged to print double-sided copies to save paper.</u>

Each SOQ should include:

- 1. A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFQ by title and date, and should include the name and telephone number of a contact person, if different from the signatory, and a statement that the SOQ is a firm offer to enter into a contract with MTC according to the terms of this RFQ for ninety (90) days following its submission;
- 2. A detailed statement demonstrating that the team meets the minimum qualifications described in and a signed *Appendix A-5*, <u>Certification of Minimum Qualifications</u>;
- 3. A detailed statement of the qualifications and relevant experience of the firm and key personnel, addressing, if applicable, the supplemental qualifications described in this RFQ;
- 4. The firm's fully loaded hourly rates for anticipated personnel for the first two years of the proposed contract, plus categories of additional expenses, if any. Hourly rates should include all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, materials and supplies;
- 5. A completed Price Proposal Form (*Appendix A-6*);
- 6. Resumes of key personnel assigned to this project;
- 7. Three (3) client references: (Include company name, point of contact, telephone, and fax number for three projects similar to work described in this RFQ); and
- 8. Completed California Levine Act statement (*Appendix B*).
- 9. A signed Insurance Provisions document (Appendix C-1).

Proposal Evaluation Factors

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for adherence to the minimum qualifications and responsiveness. Proposers failing to meet the minimum qualifications will not be considered. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in <u>Form of Proposal</u> may be considered responsive, if evaluation in every criterion is possible. **MTC reserves the right to request additional information from <u>responsive</u> proposers prior to evaluation.**

After the initial screening, a panel consisting of MTC staff will evaluate each qualified SOQ based on the following criteria of approximately equal importance:

- Firm and individual experience in software development in pavement management systems;
- Firm and individual experience in developing GIS applications;
- Firm and individual experience in all other expertise required in the minimum qualifications and supplementary requirements;
- Firm's hourly rates for anticipated personnel, plus other expenses; and
- Service cost for hosting StreetSaver® online application, its MS SQL Server 2008 database including all SQL Server, Terminal Services, Windows licenses, and third-party software such as printing and FTP, daily backup of subscriber's database, technical support, and any one-time setup fees for the contract period.

Following the evaluation of written SOQs, the panel may elect to recommend award of the contract to a particular consultant, or may hold oral interviews with a "short list" of proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract. References may be contacted for any or all of the short-listed firms. References, including past performance on other projects completed by the firm, may be considered in the panel's final evaluation.

After the panel's evaluation, the Project Manager, on behalf of the panel, will recommend the top-ranked consultant to the Executive Director, who, if he concurs, will forward the recommendation to the MTC Administration Committee for approval.

MTC reserves the right to accept or reject any and all SOQs submitted, to waive minor irregularities in SOQs, and to request additional information from the proposers. Any award made will be made to the firm whose SOQ is the most advantageous to MTC, based on the evaluation criteria listed above.

Consultant Selection Timetable

4:00 p.m., August 31, 2009	Closing date and time for requests for clarifications/ exceptions
No later than five (5) business days prior to the date SOQs are due	Closing date and time for objections to RFQ provisions

Monday, September 14, 2009, 4:00 PM.	Closing date and time for receipt of SOQ at MTC
September 29, 2009	Interviews, if necessary
October 14, 2009	Administration Committee Approval
November 1, 2009 (approximate)	Execution of Contract

Selection Disputes

A proposer may object to a provision of the RFQ on the grounds that it is arbitrary, biased or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than five (5) working days prior to the date SOQs are due, for objections to RFQ provisions; or
- 2) No later than three (3) working days after the date the proposer is notified that it found to be non-responsive, or failed to meet minimum qualifications; or
- 3) No later than three (3) working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of failure to meet the minimum qualifications, the evaluation record shall remain confidential until the MTC Administration Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by MTC's Administration Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Administration Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Administration Committee's decision will be the final agency decision.

General Conditions

MTC will not reimburse any consultant for costs related to preparing and submitting an SOQ.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.), unless exempt.

MTC reserves the right in its sole discretion not to enter into any contract as a result of this SOQ.

The selected firm will be required to sign a contract with MTC, the provisions of which are summarized in *Appendix C*, <u>Synopsis of Provisions in MTC's Standard Consultant Agreement</u>. In particular, we direct your attention to the insurance provisions in *Appendix C-1*. The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1*.

Requests to modify standard contract provisions or to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications or exceptions listed above to guarantee consideration. If such requests are not brought to MTC's attention by such due date, consultant shall be deemd to have consented to the contract (including insurance) provisions.

Authority to Commit MTC

Based on an evaluation conducted by the selection panel, the Executive Director of MTC will recommend the successful proposer to the MTC Administration Committee, which will commit MTC to the expenditure of funds in connection with this RFQ.

Thank you for your participation.

Sincerely,

Andrew B. Fremier

Deputy Executive Director, Operations

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Appendix A, Scope of Work

The scope of work for this contract will encompass the following tasks:

Task I. Software Development and Maintenance Services

- Task 1.1: Consultant will attend a minimum of three (3) StreetSaver[®] Software Development meetings a year in Oakland, California, and work as a member of the StreetSaver[®] Software Development Team (SDT). The Consultant will be responsible for implementing the long-term strategy for software development.
- Task 1.2: Consultant will provide online application hosting services to ensure the online version of StreetSaver® software is updated with latest patches and service releases.
- Task 1.3: Consultant will provide ongoing software maintenance and support for the:
 - a) Current version of StreetSaver®
 - b) Current version of MobileRater[™]
- Task 1.4: Consultant will migrate MTC PMS version 7.5 or older with MS Access database to StreetSaver[®] Online's MS SQL Server database as required for jurisdictions.
- Task 1.5: Consultant will enhance and develop modules with current version of StreetSaver® with Visual Basic.NET and perform the following:
 - a) Review recommendations for key modules/components with the SDT. Details regarding an overview of StreetSaver[®] and key modules are shown in Appendices A-1 through A-4.
 - b) Develop and implement new design, and changes related to database, user interface, and reports.
 - c) Provide a systems analyst to work with the conceptual designer to develop engineering specifications for the software engineers.
 - d) Prepare a plan for detailed code documentation to ensure that the code documentation corresponds with the engineering specifications.
 - e) Conduct comprehensive testing of all modules in cooperation with MTC staff and selected beta testers assigned by MTC.

Task II. Application Hosting Services

The services to be performed by the Consultant shall consist of application hosting services meeting the following specifications:

- Provide application access through a Web site at www.streetsaveronline.com;
- Provide Microsoft Internet Explorer browser access for subscriber with the latest Windows operating systems such as Windows XP and Vista,;
- Provide 24-hour, seven days a week access to application;
- Provide daily SQL Server backup files and detached database files for download via File Protocol Transfer (FTP);

- Provide daily off-site backup of StreetSaver® databases;
- Ensure 100% printing capability for all printers on the following Windows platforms: 98, Me, NT, 2000 Professional, XP Home, and XP Pro;
- Apply timely updates to the StreetSaver® software and databases;
- Provide a dedicated environment for StreetSaver[®] subscribers with advanced multiprocessor, server grade, redundant hardware systems so that there are no delays or breaks in service:
- Provide a secured and private environment and connection that includes security, firewalls, encryption, authentication with requirement for administrator-only access across subscriber databases, and data integrity;
- Provide technical support from 8:00 am to 5:00 pm PST, including platform and operating systems troubleshooting for online subscribers; and
- Provide hardware/software upgrades and maintenance.

Task III. Technical Support Services

In addition, the Consultant will be asked to perform the following tasks:

- Task 3.1: Provide a quality assurance engineer to work with the software development team, and prepare test plans and document test results.
- Task 3.2: Provide PMS database conversion from other PMS software, Access or Excel files to StreetSaver® pavement data.
- Task 3.3: Provide GIS mapping integration using US Census Tiger data file and user's agency map in StreetSaver[®] GIS Toolbox.
- Task 3.4: Provide user support services through telephone hotline, e-mail, and Virtual On-Site via Microsoft Remote Desktop Connection; provide an issue tracking system that will automatically send an automatic response to user with case number; and provide online customer survey within 24 hours once issue is resolved.

Any user support that goes beyond technical questions regarding operation of the software (e.g. installation, hardware setup, data entry, how to, etc.) and conceptual questions concerning PMS and/or exceeds two (2) hours will not be compensated by MTC. Rather, it will be paid for directly by the individual agency users to MTC under the terms of a separate software services agreement through Technical Service Plan.

MTC holds the copyright to the desktop editions of MTC PMS 7.5 and StreetSaver[®] version 8, and StreetSaver[®] Online software. The rights to all revisions made to the software under the contract resulting from this RFQ will be owned by MTC. Details regarding Ownership of Work Product are shown in *Appendix C*, Synopsis of Provisions in MTC's Standard Consultant Agreement.

Appendix A-1 StreetSaver® Overview

The old colloquial saying of "pay me now, or pay me later" applies to pavements. All road surfaces deteriorate over time due to traffic and environment. As pavements deteriorate, the cost to repair them increases dramatically. Analysis indicates that it costs the maintaining agency less to have good roads than bad roads, if the roads are kept at any reasonable level of serviceability. This is based on the assumption that the streets and roads will respond positively to preventive maintenance. Preventive maintenance is defined as treatments such as surface seals and thin overlays that do little to change the structural capacity of the pavement. For preventive maintenance to be effective, streets and roads must be adequately designed to withstand traffic loadings initially.

A Pavement Management System (PMS) is a decision making process or system that is designed to be used to help public works personnel make cost-effective decisions concerning the maintenance and rehabilitation of the pavements for which they are responsible in a systematic way. A PMS provides a means to organize the massive amount of data that develops about a pavement network. With automated data storage and analyses, a PMS stores data, retrieves data, makes multiple complex calculations quickly and efficiently, and provides results in easily understandable reports.

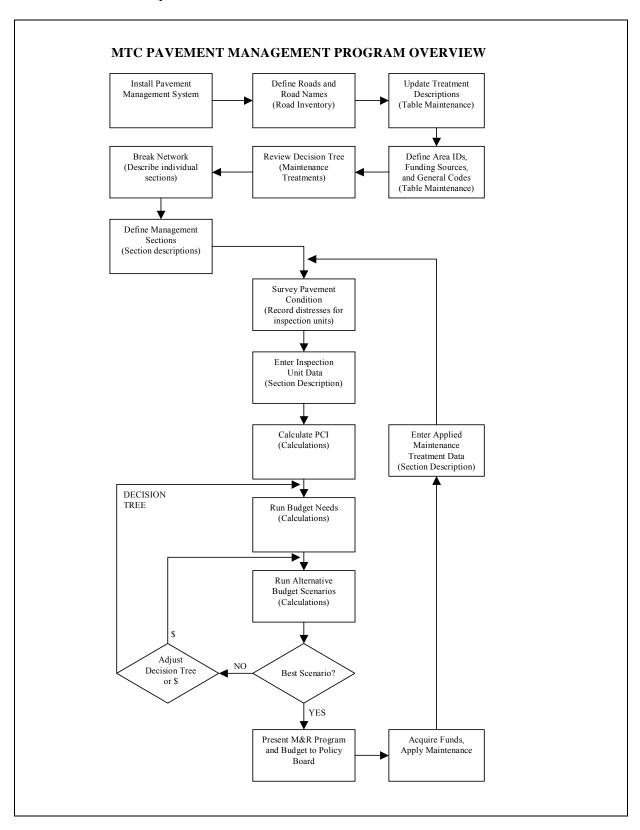
In the broadest sense, pavement management covers all phases of pavement planning, programming, analysis, design, construction, and research. As implemented in most agencies, pavement management systems have been developed to address the maintenance, rehabilitation, and sometimes, new design. They are generally restricted to looking at the maintenance and rehabilitation needs of the existing pavement system and very seldom consider the need for additional pavement area to address increased traffic capacity. Increased capacity needs are normally addressed in congestion management of transportation planning activities.

Pavement management is generally described, developed and used in two levels, network and project-level. In network-level management systems (like the MTC StreetSaver[®]), agencies generally include all of the pavements under their jurisdiction; however, they may also break out subsets, such as the arterial roadways or industrial streets. The quantity of pavement considered at project-level, is normally a single management section, which also often corresponds to an original construction section; although, sections may be combined or subdivided in the analysis.

The purpose of network-level pavement management is normally related to the budget process of identifying pavement maintenance and rehabilitation fund needs, prioritizing those needs, and determining the impact of various funding alternatives on the health of the pavement system as well as the overall welfare of the community. The basic elements of a network-level PMS, like MTC StreetSaver® are shown in the following flowchart and include:

- 1. an inventory,
- 2. condition assessment,
- 3. determination of fund needs.
- 4. identification of candidate projects when funds are constrained,
- 5. a method to determine the impact of funding decisions on the future condition and funds needs, and

6. a feedback process.



The primary results of a network-level analysis include identification of fund needs, prioritized listings of pavement sections for programming maintenance and rehabilitation, forecasted future conditions for various funding scenarios, and forecasted future costs for various funding scenarios.

Project-selection is an intermediate stage between network and project-level management. Network-level management is oriented toward planning and programming activities. Data collected and stored at network-level is held to a minimum to facilitate implementation and maintenance of the system. Project-level is directed at developing the best treatment for a section, or group of sections. More detailed data is normally collected to support project-level analysis. Project-selection supports modifying the list of projects, adjusting treatment dates, adjusting project costs, project limits, etc. Typical applications of Project Selection are creating an annual Maintenance and Rehabilitation (M&R) program, utilities conflict impact, and street corridor analysis.

With the advent of GIS technologies, MTC StreetSaver® has enhanced its reporting capability to include GIS mapping of its management sections. The GIS Toolbox allows end users to create the PMS/GIS map and graphically display results available in the canned reports.

Appendix A-2, PCI Calculation Module

After a jurisdiction divides its road network into management sections, the next step is to survey those sections. Each management section is divided into a number of inspection units; approximately ten percent of these are actually inspected.

Pavement condition data are collected in terms of type, severity, and amount of distress. The data collected are then used to calculate the Pavement Condition Index (PCI) for each inspection unit surveyed. The PCIs of individual inspection units are combined to determine the PCI of the management section.

After the inspection units are surveyed, the following steps are used to calculate the PCI:

- 1. The deduct value for each distress type/severity combination is determined from deduct curves.
- 2. The total deduct value is computed by summing all deduct values for individual distress type/severity combinations.
- 3. If multiple distress type/severity combinations are present, the total deduct value must be corrected. Correction curves are attached.
- 4. The corrected deduct value is then subtracted from 100 to determine the PCI for the inspection unit.

The PCI calculation module must determine the following:

- PCI for each inspection unit
- the PCI for the section
- extrapolated distress quantities
- the percent of deduct value caused by load-related distress, environment-related distress, and other causes

Only the section PCI, the extrapolated distress quantities, the deduct values for the extrapolated quantities, the PCI of the inspection unit with the highest PCI, the PCI of the inspection unit with the lowest PCI, the percent of deducts related to load, environment, and other are stored in the database.

Appendix A-3, Budget Analysis Module

The budget analysis module in StreetSaver® performs two types of calculations — the routine estimates the maintenance needs of a jurisdiction's road network and determines the most cost-effective maintenance strategy under a given budget.

Budget Needs Analysis

One of the primary purposes of a PMS is to identify budget needs for current and future years to maintain the pavement network in an acceptable condition. StreetSaver[®] uses a four-step approach to estimate fund needs.

- Step 1. Once the pavement network has been defined and condition data collected, the future condition of the individual management sections and the overall network condition without maintenance or rehabilitation can be determined by projecting the PCI for a selected analysis period (typically five years).
- Step 2. Management sections are selected for maintenance and rehabilitation during the analysis period when they meet established PCI (condition) levels, sometimes called "trigger" values.
- Step 3. A decision tree is used to identify the appropriate treatment for a given management section based on the projected condition information, surface type, and functional classification. For sections in relatively good condition, a time sequence is used to select the appropriate preventive maintenance treatment.
- After the pavement sections have been selected for treatment (either preventive maintenance or rehabilitation), a network-level cost category for pavements of that type and condition is used to determine the funds needed to repair that section. These fund needs are summed for all sections needing work for each year of the analysis period in order to determine annual budget needs.

The budget needs analysis provides a list of sections needing work over the selected analysis period, as well as an estimate of the funds needed to perform that work — without respect to what funds are available.

Budget Scenarios Analysis

Once an agency has determined the funds needed to maintain the pavement network in the desired condition, the identified funding requirements must be compared to the funding available. Generally, the available funds are less than those identified as needed for the analysis period and therefore must be allocated among the management sections in such a way as to provide the greatest overall return in network condition for the funds expended under a given scenario.

Step 1. The MTC StreetSaver® uses a ranking process based on cost-effectiveness concepts to achieve the above goal. Basically, the longer a pavement is in good condition, the more benefit the user gets from the pavement. This "benefit" can be

approximated by the area under the PCI vs. age curve. The larger the area, the longer the pavement provides the desired level of service. The area under the curve is divided by annualized cost per unit area to produce a cost-effectiveness ratio.

- Step 2. The ratio is then weighted for different usage so that arterial roads are selected for repair before collectors in the same condition, which are selected for repair before residential/locals in the same condition. Management sections that have been identified for treatment and provide the best service for the least money are then selected as those that should be repaired first.
- Step 3. Next, the following inputs are used to select candidate sections for treatment under a constrained funding scenario: the total budget for each year of the analysis period and the percentage of that budget allocated to preventive maintenance.

The sections that need rehabilitation are ranked from highest to lowest weighted cost-effectiveness ratio. Candidate sections are then selected based on this ranking, until funds are exhausted.

When funds reserved for rehabilitation have been exhausted, those that should have been repaired but were not selected due to fund constraints are assessed stop-gap maintenance fund needs. Stop-gap measures are applied to these sections in order to keep them serviceable and are funded from the portion of the budget reserved for preventive maintenance.

The sections that need preventive maintenance are then ranked from highest to lowest weighted cost-effectiveness ratio. Sections are selected until preventive maintenance funds are exhausted.

- Step 4. These steps are repeated in order to determine a listing of candidate sections for treatment for each year of the analysis period.
- Step 5. The above steps depict a normal budget scenario analysis. An optional step, called Project Selection, allows creation of project(s) that will override the normal ranking process. The project(s), which is made up by a group of sections, will be assigned with the highest priority and selected for repair. Any remaining funds will then be assigned through the normal budget scenario analysis.

The budget scenarios analysis provides a ranked listing of sections based on this cost-effectiveness analysis. The outputs also show the projected condition for each management section, with and without treatment, the estimated treatment cost, the weighted cost-effectiveness ratio, and a listing of sections not recommended for treatment.

Appendix A-4, GIS Toolbox Module

Besides providing results of analysis as standard reports in the format of tables and graphs, StreetSaver® also provides a robust and powerful way to print or plot the results in GIS map. The GIS Toolbox currently consists of two tools:

- 1. Section Link
- 2. GIS Reporting

Section Link is a two-step process to link pavement data to a GIS centerline basemap. The first step is Auto Link where the GIS Toolbox will automatically link all pavement data based on Street Name and Street Type. For pavement sections that cannot be linked, a manual matching by end user will complete the linkage process. Once the initial linking is done, the GIS Reporting tool will allow graphically display of GIS/PMS basemap with different features based on results from the StreetSaver® standard reports. In the future enhancement, a GIS Analyzer will provide user-defined query through the interactive of a mouse click on the map to analyze the attributes in the active table. Examples of query are:

- Total treatment costs for selected sections or area
- Average weighted PCI for selected sections or area
- Treatment types for selected sections or area

MobileRaterTM

MobileRater[™] is software for handheld computers that assists with the collection of pavement distress data and includes a pavement condition index (PCI) calculator. This application is fully compatible with StreetSaver[®] Online and runs on Microsoft Windows Mobile 6 that is installed widely in smart phones and PDAs.

It is designed to assist street raters in recording inspection data quickly and accurately. It can calculate a street section's PCI on the spot, thus improving quality control. It has the ability to record multiple distresses at the same time, in the same format that raters would normally record information on paper inspection sheets. At the end of the day, just connect the device to the computer and all the distress data that has been collected will be easily imported to the StreetSaver® Online server.

Appendix A-5, Certification of Minimum Requirements

We, the undersigned firm, certify that the firm and team represented by this Solicitations of Qualifications meets or exceeds the following minimum requirements:

StreetSaver® Development - Required Skills

Item	Years
	Experience
Visual Basic .NET programming	5
Advanced User Interface design using Microsoft .NET	5
Object-Oriented Programming (OOP)	5
Creating Software Object Models with Microsoft Visio	5
Advanced Class Object design (i.e. inheritance, serialization)	5
Creating Database Entity-Relationship Diagrams with Microsoft Visio	5
Experience developing GIS applications	5
Manipulation and development of GIS Shape Files	5
Desktop Publishing/Graphic Arts	7
SQL Server Database Design	7
Programming with XML, including using XML as a data store	3
Microsoft Mobile Device Programming	3
Phone/Online Technical Support	2
Implementing and Maintaining an online help Content Management System	5
Experience integrating multiple technologies including Website, FTP, Email,	7
Terminal Services, XML Web Services, GIS Shape Files, and SQL Server	
Ability to programmatically migrate data from other Pavement Management	7
systems into the StreetSaver SQL Server 2005 database	

StreetSaver® Application/Website Hosting - Required Skills

Item	Years
	Experience
Microsoft Windows Server 2003, 2008	5
Microsoft Active Directory	5
Microsoft Terminal Services	5
Microsoft Internet Information Services (IIS) 6.0, 7.0	5
Microsoft TS Gateway Server	3
SANS Storage	5
Microsoft SQL Server Administration:	5
Create backup jobs and maintain user's database backups indefinitely	
Create complex Windows scripts to provide compressed backup files	
to clients for download	
Understanding Windows 2003, 2008 server security	5
Ability to implement server redundancy	5
Implement and maintain a firewall device	5
Setup and maintain server grade antivirus software	5
Ability to create and maintain testing environment for StreetSaver® 9.0	5

development team	
VBScript programming	5
JavaScript programming	5
Data driven Web development	5
ASP.NET AJAX	5
ASP.NET Membership Services integration with custom providers	5
ASP.NET Web Services	5
VB.NET Web development	5
Cross-Browser Website development	5

Required Development Tools

- Microsoft VB.NET
- Microsoft Visual Basic 6
- Microsoft Visual Studio 2005, 2008
- ESRI ArcGIS 9
- Photoshop CS+
- Microsoft Publisher
- Windows Mobile 6 Software Development Kit (SDK)
- XML
- Microsoft SQL Server 2000, 2005, 2008
- Microsoft Access 97, 2000
- Microsoft Visio 2007
- ThinkGeo MapSuite Desktop
- Infragistics NetAdvantage 7.1, 8.3
- Data Dynamics Active Reports 3.0 .NET
- Graphics Server.NET

Minimum Hardware Requirements

- FTP server
- Web server
- Application server
- Application server (Backup)
- Data Server
- Data Server (Backup)
- Terminal Services Gateway Server
- Terminal Services Gateway Server (Backup)
- Network Storage Device with capacity no less than 10 TB with expansion to 50 TB
- Network Storage Device (Backup) with capacity no less than 10 TB with expansion to 50 TB
- Gigabit switches
- Redundant internet sources
- Redundant power sources
- Firewall device
- Backup device

Signature:		
Print Name:	-	
Title:	-	
Date:		

Appendix A-6, Price Proposal Form

Firm's price proposal should be based upon providing application hosting services for 195 subscribers with an average sized 60 MB database at the commencement of the contract performance period (The size of subscriber database ranges from 15 MB to 300 MB, with an averaged size of 60 MB.). A subscriber can either be a representative of a public agency or private entity like a pavement management consultant. While most subscribers have one user, some may have more than one. MTC currently has more than 350+ StreetSaver[®] licensed users nationwide, of which more than 195 users have been upgraded to StreetSaver[®] Online. For the purpose of pricing, a <u>subscriber</u> is defined as a billing account. Each subscriber or billing account may have one or more users, and each user will come with a unique set of passwords.

Provide all service costs to MTC related to hosting StreetSaver[®] Online application, its MS SQL Server 2008 database including all SQL Server, Terminal Services, Windows licenses, and third-party software such as printing and FTP, daily backup of subscriber's database, technical support, and any one-time setup fees:

Firms may submit their prices under (1) Non-Tiered Pricing or (2) Tiered Pricing. As an alternative, Firms may submit prices under both (1) Non-Tiered Pricing and (2) Tiered Pricing. In such case, MTC at its sole discretion shall choose the pricing scheme (non-tiered or tiered) it wishes to accept from the selected firm. Prices should be all-inclusive for all services related to hosting StreetSaver® online.

(1) Non-Tiered Pricing:
• Price per subscriber = \$/ month
(2) Tiered Pricing:
• Price per (number of) subscribers, each subscriber = \$/ month
• Beyond (number of) subscribers, each subscriber = \$/ month
(3) If there are any costs to MTC that are not included above, please list below, as applicable:
• One-time setup fee per subscriber = \$
• Price for each additional password within a single subscriber account = \$/ month
Other costs, e.g. database storage fees, database backup fees (list here):

	MTC StreetSaver® Software Development RFQ Page 20
Signature:	-
Print Name:	-
Title:	-
Date:	

Appendix B, California Levine Act Statement

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

or on behalf of any committee.		
MTC's commissioners include:		
Tom Azumbrado Tom Bates Dave Cortese Dean J. Chu Chris Daly Bill Dodd	Dorene M. Giacopini Federal D. Glover Scott Haggerty Anne W. Halsted Steve Kinsey Sue Lempert Jake Mackenzie	Jon Rubin Bijan Sartipi James P. Spering Adrienne J. Tissier Amy Rein Worth Ken Yeager
1. Have you or your company contributions of more than so of the issuance of this reque	or any agent on behalf of you or yo \$250 to any MTC commissioner in the est for qualifications?	ur company, made any political he 12 months preceding the date
YES NO If yes, please identify the co	ommissioner:	
make any political contribution months following the award	r any agency on behalf of you or you tions of more than \$250 to any MTC of the contract?	
YES NO If yes, please identify the co	ommissioner:	
	questions above does not preclude M de the identified commissioner(s) from	
DATE	(SIGNATURE OF AU	JTHORIZED OFFICIAL)
		,
	(TYPE OR WRITE APP	ROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

Appendix C, Synopsis of Provisions in MTC's Standard Consultant Agreement

The selected consultant will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFQ. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

<u>Termination</u>: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

<u>Insurance Requirement</u>: See *Appendix D-1*.

<u>Independent Contractor</u>: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

<u>Indemnification</u>: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

<u>Data Furnished by MTC</u>: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

<u>Personnel and Level of Effort</u>: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No

substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

<u>Subcontracts</u>: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

<u>Consultant's Records</u>: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

<u>Prohibited Interest</u>: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

Appendix D-1, Insurance Requirements

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (√)	Please certify by checking the box below that required coverage's will be provided within five (5) days of MTCs notice to firm that it is the successful proposer.
	Workers' Compensation Insurance in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
	Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.
	MTC, and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
	Business Automobile Insurance for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
	Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.

By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTCs notice to firm that it is the successful proposer.	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFQ provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.